



## City of Newburgh Council Work Session

6:00 pm

January 19, 2012

### AGENDA

1. Presentations:
  - a. Update on Development Projects – Ian MacDougall
2. Review of Council Meeting Agenda:
  - a. New Beginners Church of Christ Youth Choir
  - b. Monthly reports from Clerk, Vital Statistics and Civil Service
  - c. Claims
3. Finance Department:
  - a. Cash Report
  - b. (Res. 6) Renewal of a vendor agreement with Kelly Kane to provide part-time grants coordination services to the Police Department.
4. Planning and Development/Community Development & Real Estate:
  - a. Community Development Advisory Board vacancies (see memo)
  - b. West Street Medical Technical Park/Environmental Restoration Program (see memo)
  - c. (Res. 7) Authorization of a Release of Restrictive Covenants and Right of Re-Entry to property located at 67 Fowler Avenue.
  - d. (Res. 8) Release of Restrictive Covenants and Right of Re-Entry to property located at 231 Third Street.
5. Fire Department
  - a. (Res. 9) Authorization to apply for and to accept if awarded a grant in an amount not to exceed \$1,000,000 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response Program (SAFER) to provide for funding to hire five firefighters with no City match required.
  - b. Authorization to create a deputy chief position
6. Discussion Items:
  - a. Parking Meter Implementation Plan

- b. Agreement with Newburgh Preservation Association
- c. (Res. 10) Adoption of the Family Medical Leave Act policy
- d. Schedule Tour of City Departments and Facilities
- e. Review of 2012 Council Meetings

7. Engineering:

- a. NYS Department of Environmental Conservation – Notice of Violation
- b. Resolution No. 5 – 2012 (tabled from Jan. 9)  
A resolution authorizing the City Manager to negotiate and enter into a contract with McVac Environmental Services, Inc. and amending Resolutions No. 238-2011, the 2012 Budget for the City of Newburgh, New York for the North Interceptor Sewer Main Cleaning Project.

8. Executive Session:

- a. Pending Litigation
- b. Matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

RESOLUTION NO.: 6 - 2012

OF

JANUARY 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES WITH  
KELLY KANE TO SERVE AS A TEMPORARY PART-TIME GRANTS COORDINATOR  
TO ASSIST THE CITY OF NEWBURGH POLICE DEPARTMENT  
FOR THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012  
AT THE RATE OF \$25.00 PER HOUR NOT TO EXCEED 20 HOURS PER WEEK

WHEREAS, pursuant to Resolution No. 225-2006 of November 13, 2006, the City Manager was authorized to retain the services of Kelly Kane to serve as an administrator and coordinator of grants and grant-funded programs; and

WHEREAS, Kelly Kane can continue to provide the coordination and management skills, as set forth in the Scope of Services section of the annexed agreement, that will assist the City of Newburgh Police Department in organizing and managing its grant funding; and

WHEREAS, funding to retain such services for the period January 1, 2012 through December 31, 2012 shall now be secured through the Police Department Line entitled "Other Services" (A.3120.0448) and not to exceed \$26,000.00; and

WHEREAS, retention of such services requires the execution of an agreement in substantially the same form attached hereto; and

WHEREAS, continuing the retention of such service is deemed to be in the best interests of the City of Newburgh Police Department and of the City and its citizens generally;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Kelly Kane, in substantially the same form as annexed hereto to retain Ms. Kane's services as a part time grants coordinator to provide management assistance with respect to the Police Department's grant funding for the period of January 1, 2012 through December 31, 2012; Ms. Kane is to be paid at the rate of \$25.00 per hour for a work week not to exceed 20 hours per week from the Police Department Line entitled "Other Services" (A.3120.0448) and not to exceed \$26,000.00.

## AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and KELLY KANE, an individual consultant with principal offices at 297 Hudson Street, Cornwall on Hudson, New York 12550, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning January 1, 2012 and ending on December 31, 2012, unless extension expressly authorized by the City Council.

VENDOR shall perform twenty (20) hours of service per week hereunder, unless additional hours are expressly authorized by the Chief of Police.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in the amount of twenty-five (\$25.00) and NO/Dollars per hour worked not to exceed 20 hours per week. VENDOR SHALL submit to the Chief of Police a weekly invoice for SERVICES rendered during the prior week, or as otherwise required by the Chief of Police and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is

objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

#### ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

#### ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

#### ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an

interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

#### ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be

subject to all of the terms and conditions of this Agreement.

#### ARTICLE 9. BOOKS AND RECORDS

VENDOR agrees to maintain and retain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### ARTICLE 10. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request.

#### ARTICLE 11. INSURANCE AND INDEMNIFICATION

VENDOR shall be responsible for securing such insurance coverage for itself as VENDOR shall deem necessary and appropriate. CITY shall be in no way responsible for insuring VENDOR against any losses, damages or claims by third parties arising out of VENDOR's performance of services under this Agreement.

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault,

act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

#### ARTICLE 12. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

#### ARTICLE 13. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### ARTICLE 14. TERMINATION

Either party may, by written notice to the other effective upon mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of the other party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures.

**ARTICLE 15. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

**ARTICLE 16. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

**ARTICLE 17. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an

actual or perceived conflict of interests due to their position with the CITY.

**ARTICLE 18. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

**ARTICLE 19. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: \_\_\_\_\_  
RICHARD F. HERBEK  
ACTING CITY MANAGER

BY: \_\_\_\_\_  
KELLY KANE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON  
CORPORATION COUNSEL

\_\_\_\_\_  
CHERYL A. GROSS  
COMPTROLLER

## SCHEDULE A

### SCOPE OF SERVICES

1. The Vendor shall coordinate and manage all grant funding received through the City of Newburgh Police Department.
2. The Vendor shall act as liaison between the City of Newburgh Police Department and the City of Newburgh Office of the Comptroller for all financial matters concerning grant funding.
3. The Vendor shall review all new grant applications for accuracy and confer with the Chief of Police to ensure that he is aware of the exact terms and conditions of the application.
4. The Vendor shall forward all grant applications to the City Manager's Office, Corporation Counsel and Comptroller.
5. The Vendor shall ensure that a resolution is drawn up by the Corporation Counsel to be forwarded to the City Council for approval.
6. The Vendor shall ensure that contracts are executed by all parties under all grants awarded to the Police Department.
7. The Vendor shall voucher the New York State or Federal government for reimbursement of monies paid out by the City of Newburgh.
8. The Vendor shall ensure that all quarterly, semi-annual and annual progress reports are completed by the property grant administrator within the Police Department.
9. The Vendor shall meet with each grant administrator bi-weekly to update them on the financial status of each grant.
10. The Vendor shall seek further grant funding and assist in writing new grants as time permits.

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**City of Newburgh**  
DEPARTMENT OF PLANNING & DEVELOPMENT  
City Hall – 83 Broadway  
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

January 12, 2012

To: Richard Herbek, Acting City Manager

From: Courtney Kain, Community Development Director

Cc: Ian MacDougall, Acting Director of Planning & Development  
Michelle Kelson, Corporation Counsel

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In 2009, the CDBG Advisory Board was constituted to provide program accountability and ensure community participation for the City's Community Development Block Grant program. Since then, the committee has been active in providing necessary feedback and programmatic support.

There are currently a number of vacancies on the board which need to be filled. The composition of the board includes:

**4 Community Members**

Torrance Harvey  
Timothy Hayes  
Brenda McPhail  
(vacancy)

**3 Professional Practitioners**

Jenny Loeb  
(2 vacancies)

**1 Member of the City Council**

Vacancy

**1 City Employee from Planning & Development**

Ian MacDougall

These positions are appointed by the City Council. To reach out to the community vacancies are posted on the website, released to the media, and Council, staff and members of the committee traditionally reach out to the community to harvest interest.

The previous council representative, Marge Bell, has indicated she would like to continue her participation on the board as a professional practitioner. The committee asked that she submit a letter in writing, for your review.

Additionally, there are two seats on the Housing Loan Committee 1) Banker and 1) Community member. Staff advertised last month and received letters of interest from two candidates. If you have additional candidates for consideration please let me know. HL Committee members work with staff to underwrite and approve or deny grants provided through the CDBG program. They meet approximately 6 times per year and their availability to meet is critical.

## **Community Development Block Grant Advisory Committee Formalization**

### **DUTIES**

The Committee's function is to review and make recommendations to the City Council on adoption of the required Consolidation Plan (five-year housing funding priorities) and annual CDBG project funding.

The CDAC promotes neighborhood participation in identifying needs and priorities for funding and advises the City on the CDBG citizen participation process and the City's annual program submission to HUD.

Review and make recommendations for subgrantees and other contracted providers.

Provide guidance and advice with respect to the expenditure of CDBG funds for community development projects

Participate in the Development of 5 year comprehensive plan and other planning documents required by HUD to ensure compliance with HUD regulations

### **Membership**

The Composition of the Committee was to include nine (9) members appointed by the City Council:

- Four (4) members of the community on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employees who is a staff member of the economic and community development department.

Members will serve two year staggering terms.



# City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

City Hall – 83 Broadway  
Newburgh, New York 12550

TEL: (845) 569-9400  
9700

FAX: (845) 569-

## RESOLUTION NO.: 149 -2009

OF

SEPTEMBER 14, 2009

### A RESOLUTION APPOINTING VINCENT VanVOORHIS, EILEEN CLIFFORD, ALEXANDER JAMIESON, LAURETTA MANNING AND EDNA RIVERA TO THE CITY OF NEWBURGH HOUSING LOAN ADVISORY COMMITTEE

WHEREAS, under the 2009-2010 Federal Stimulus Program the City of Newburgh granted CDBG-R funds with which the City will establish a home loan program; and

WHEREAS, to aid in the administration of this program a Housing Loan Advisory Committee is to be established, with membership thereof to be specified as follows:

- Two as banking representatives;
- Two as not-for profit and/or real estate representatives;
- One as a community representative; and

WHEREAS, members of such Committee are appointed by the City Council pursuant to the terms and conditions of said Program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members of the Housing Loan Advisory Committee for two-year terms, commencing immediately:

- Vincent Van Voorhis (banking representative)
- Eileen Clifford (not-for-profit representative); and

BE IT FURTHER RESOLVED, that the following individuals be and are hereby appointed as members of the Housing Loan Advisory Committee for one-year terms commencing immediately:

- Alexander Jamieson (banking representative)
- Lauretta Manning (community representative)
- Edna Rivera (real estate representative)

ADOPTED



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**City of Newburgh**  
DEPARTMENT OF PLANNING & DEVELOPMENT  
City Hall – 83 Broadway  
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

**MEMORANDUM**

**TO:** City Council, Richard Herbeck

**FROM:** Ian MacDougall, City Planner, Craig Marti, City Engineer

**DATE:** January 13, 2012

**RE:** Site Investigation at West Med Tech

The West Med Tech site is one of five contaminated sites included in the Environmental Restoration Program (ERP). The city benefits from the program by being reimbursed 90% of investigation onsite. There is a significant amount of contaminated soil on the site located on the most southwesterly lot that needs to be studied to determine a remedial action process.

Project funding for the completion of this project was included in the Bond Authorization of 2009. The project budget is included in the Capital Project Budgets prepared by the Comptroller's office.

Recently staff advertised an RFP for the investigation of contaminated soil. Staff will review the response and discuss the submissions with you at the work session. Because the DEC is providing funding for this program they will have input to the consultant selected.

RESOLUTION NO.: \_\_\_\_\_ 7 -2012

OF

JANUARY 23, 2012

A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO SHANON MENNERICH  
TO THE PREMISES KNOWN AS 67 FOWLER AVENUE  
(SECTION 13, BLOCK 7, LOT 23)

WHEREAS, on November 16, 2009, the City of Newburgh conveyed property located at 67 Fowler Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 13, Block 7, Lot 23, to Shanon Mennerich; and

WHEREAS, Mr. Mennerich has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.



RESOLUTION NO.: \_\_\_\_\_ 8 \_\_\_\_\_ -2012

OF

JANUARY 23, 2012

A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO OLD NEWBURGH REDEVELOPMENT  
TO THE PREMISES KNOWN AS 231 THIRD STREET  
(SECTION 22, BLOCK 2, LOT 6)

WHEREAS, on March 26, 2004, the City of Newburgh conveyed property located at 231 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 2, Lot 6, to Old Newburgh Redevelopment; and

WHEREAS, the current owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.



RESOLUTION NO.: 9 - 2012

OF

JANUARY 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN AMOUNT  
NOT TO EXCEED ONE MILLION DOLLARS FROM THE DEPARTMENT OF  
HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE FIRE AND  
EMERGENCY RESPONSE PROGRAM ("SAFER") TO PROVIDE FOR FUNDING  
TO HIRE FIVE (5) FIREFIGHTER POSITIONS IN THE CITY OF NEWBURGH  
FIRE DEPARTMENT WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed One Million (\$1,000,000.00) Dollars; and

WHEREAS, said grant does not require any funding match by the City of Newburgh; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, if awarded, such funding will be to hire five (5) firefighter positions within the City of Newburgh Fire Department for three years; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed One Million (\$1,000,000.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide for funding to hire five (5) firefighter positions in the City of Newburgh Fire Department with no City match required.

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## MEMORANDUM

TO: Richard F. Herbek, Acting City Manager  
FROM: Keith Douglas  
DATE: January 13, 2012  
RE: Parking Meter Implementation Plan

### PHASE I

#### Parking Meter Implementation Plan

1. Rent Duncan Meter Head Programmer for \$10,000.00. (Price is an estimate)
2. Update parking meter programming on Broadway. This will take two weeks.
3. Change parking meter stickers to reflect new ordinance pricing.

#### Recommendations for improving metered parking

1. Current Rate: 25 cents per hour. Proposed Rate: 25 cents per half hour.
2. Enforcement from 8AM to 6PM Monday thru Friday.
3. Eliminate 11:30AM to 2PM Free Parking on Broadway.
4. Implement scheduled patrols by Parking Enforcement Officers for Broadway and lots.
5. Reinstate meters on Broadway from Liberty Street to Colden Street. (Employees of City Hall should be exempt if no spot in lot.)
6. Tow or "boot" illegally parked from City Employee Lot on Broadway. (\$75 tow/ \$40 storage fee).
7. Utilize a meter and permit system in the Library Parking Lot.
8. Place meters in DMV Parking Lot and Court Parking Lot.
9. Issue Permits for Ann Street Parking Lot.
10. Physical inspection of each meter to ensure that they are working properly.
11. ENFORCE ALL ORDINANCES.
12. Implement Permit System:
  - a. \$20 per month
  - b. \$100 per 6 months
  - c. \$175 per year

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Keith Douglas

**City of Newburgh**  
**PROJECTED PARKING LOT REVENUE**

**PERMIT MONTHLY PROJECTED REVENUE**

Lot Name	No. Spaces	Permit Cost	100%	75%	50%	40%	30%
Grand Street Lot	216	\$ 20.00	\$ 4,320.00	\$ 3,240.00	\$ 2,160.00	\$ 1,728.00	\$ 1,296.00
Ann Street Lot	217	\$ 20.00	\$ 4,340.00	\$ 3,255.00	\$ 2,170.00	\$ 1,736.00	\$ 1,302.00
Chambers Ct (DMV)	51	\$ 20.00	\$ 1,020.00	\$ 765.00	\$ 510.00	\$ 408.00	\$ 306.00
Courthouse Lot	15	\$ 20.00	\$ 300.00	\$ 225.00	\$ 150.00	\$ 120.00	\$ 90.00

**6 MONTH PERMIT PROJECTED REVENUE**

Lot Name	No. Spaces	Permit Cost	100%	75%	50%	40%	30%
Grand Street Lot	216	\$ 100.00	\$ 21,600.00	\$ 16,200.00	\$ 10,800.00	\$ 8,640.00	\$ 6,480.00
Ann Street Lot	217	\$ 100.00	\$ 21,700.00	\$ 16,275.00	\$ 10,850.00	\$ 8,680.00	\$ 6,510.00
Chambers Ct (DMV)	51	\$ 100.00	\$ 5,100.00	\$ 3,825.00	\$ 2,550.00	\$ 2,040.00	\$ 1,530.00
Courthouse Lot	15	\$ 100.00	\$ 1,500.00	\$ 1,125.00	\$ 750.00	\$ 600.00	\$ 450.00

**ANNUAL PERMIT PROJECTED REVENUE**

Lot Name	No. Spaces	Permit Cost	100%	75%	50%	40%	30%
Grand Street Lot	216	\$ 175.00	\$ 37,800.00	\$ 28,350.00	\$ 18,900.00	\$ 15,120.00	\$ 11,340.00
Ann Street Lot	217	\$ 175.00	\$ 37,975.00	\$ 28,481.25	\$ 18,987.50	\$ 15,190.00	\$ 11,392.50
Chambers Ct (DMV)	51	\$ 175.00	\$ 8,925.00	\$ 6,693.75	\$ 4,462.50	\$ 3,570.00	\$ 2,677.50
Courthouse Lot	15	\$ 175.00	\$ 2,625.00	\$ 1,968.75	\$ 1,312.50	\$ 1,050.00	\$ 787.50

**SINGLE SPACE METER DAILY PROJECTED REVENUE**

Lot Name	Single Space	.50 per hour	8AM-6PM	1 hour	10 hours	Percent of daily meter usage			
						100%	75%	50%	40%
Grand Street Lot	1	\$ 0.50	10	\$ 0.50	\$ 5.00	\$ 3.75	\$ 2.50	\$ 2.00	\$ 1.50
Ann Street Lot	1	\$ 0.50	10	\$ 0.50	\$ 5.00	\$ 3.75	\$ 2.50	\$ 2.00	\$ 1.50
Chambers Ct (DMV)	1	\$ 0.50	10	\$ 0.50	\$ 5.00	\$ 3.75	\$ 2.50	\$ 2.00	\$ 1.50
Courthouse Lot	1	\$ 0.50	10	\$ 0.50	\$ 5.00	\$ 3.75	\$ 2.50	\$ 2.00	\$ 1.50

**METER DAILY PROJECTED REVENUE**

Lot Name	No. Spaces	.50 per hour	8AM-6PM	1 hour	10 hours	Percent of daily meter usage			
						100%	75%	50%	40%
Grand Street Lot	216	\$ 0.50	10	\$ 108.00	\$ 1,080.00	\$ 810.00	\$ 540.00	\$ 432.00	\$ 324.00
Ann Street Lot	217	\$ 0.50	10	\$ 108.50	\$ 1,085.00	\$ 813.75	\$ 542.50	\$ 434.00	\$ 325.50
Chambers Ct (DMV)	51	\$ 0.50	10	\$ 25.50	\$ 255.00	\$ 191.25	\$ 127.50	\$ 102.00	\$ 76.50
Courthouse Lot	15	\$ 0.50	10	\$ 7.50	\$ 75.00	\$ 56.25	\$ 37.50	\$ 30.00	\$ 22.50

**METER MONTHLY PROJECTED REVENUE**

Lot Name	No. Spaces	Daily Rate	100%	75%	50%	40%	30%
Ann Street Lot	217	\$ 1,085.00	\$ 32,550.00	\$ 24,412.50	\$ 16,275.00	\$ 13,020.00	\$ 9,765.00
Chambers Ct (DMV)	51	\$ 255.00	\$ 7,650.00	\$ 5,737.50	\$ 3,825.00	\$ 3,060.00	\$ 2,295.00
Courthouse Lot	15	\$ 75.00	\$ 2,250.00	\$ 1,687.50	\$ 1,125.00	\$ 900.00	\$ 675.00

ORDINANCE NO.: \_\_\_\_\_ - 2011

OF

JANUARY 23, 2011

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC" WITH RESPECT TO SECTION 288-50 ENTITLED "INSTALLATION OF PARKING METERS; SECTION 288-53 ENTITLED "VIOLATIONS AND ENFORCEMENT"; PARKING TIME LIMIT AND SECTION 288-89, SCHEDULE XXXI, ENTITLED "PARKING METER ZONES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

Section 1. § 288-50. Installation of parking meters; parking time limit.

D. Parking or standing a vehicle in a designated space in a parking meter zone on the public streets shall be lawful for ~~60~~ 30 minutes upon the deposit of one twenty-five-cent coin of the United States of America. ~~Parking or standing a vehicle in a designated space in a parking meter zone within the Washington Center Parking Garage shall be lawful for 30 minutes upon the deposit of \$0.25 or 60 minutes upon the deposit of \$0.50 or 90 minutes upon the deposit of \$0.75 or 120 minutes upon deposit of \$1, all in coins of the United States of America.~~

E. Parking meters on all public streets shall be operated between the hours of 8:00 a.m. and ~~11:30 a.m. and between the hours of 2:30 p.m. and 6:00 p.m.~~ on all days except Sunday. Parking meters in City parking lots shall be operated during those hours established by the City Manager pursuant to his authority under § 288-35. Where the City Manager has not exercised such authority, such parking meters shall be operated between the hours of 8:00 a.m. and 6:00 p.m. on all days except Sunday.

Section 2. § 288-53. Violations and enforcement.

D. Enforcement.

(1) Reports of violations. It shall be the duty of the police officers of the city, or Parking Enforcement Officers, acting in accordance with instructions issued by the Chief of Police, to report:

- (a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked or standing in violation of any of the provisions of this article.
- (b) The state license number of such vehicle.
- (c) The time during which such vehicle is parked or standing in violation of any of the provisions of this article at the time of his inspection.
- (d) Any other facts, ~~or~~ knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(2) Notices of violations. Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this article and instructing and summoning such owner or operator to report at police headquarters or at the City Court of the City in regard to such violation.

(3) Penalties. The penalty for such parking meter violations shall be ~~\$10.~~ \$15. Each owner or operator may, within 15 days of the time when such notice was attached to such vehicles, pay, as a penalty for and in full satisfaction of such violations, the sum of ~~\$15.~~ \$10 or, in the alternative, enter a plea of not guilty to such charge. Failure to pay said sum within 15 days or enter a plea of not guilty shall increase the penalty for such violation to ~~\$30.~~ \$25.

(4) ~~EN~~Notwithstanding the provisions of Subsection D(3) of this section, the penalty for such parking meter violations shall be satisfied by the payment of the sum of \$10 if such payment is made within 48 hours of the time of issuance of such notice, exclusive of Saturdays, Sundays or legal holidays.

**Section 3.** § 288-89. Schedule XXXI: Parking Meter Zones.

In accordance with the provisions of § 288-50, the following described streets or parts of streets are hereby designated as parking meter zones, and meters shall be installed and used in said zones as provided in Article V of this chapter.

Name of Street	Side	Location
Bridge Street	East	Entire length
Broadway	North	From Colden Street to West Street
Broadway	South	From a point 160 feet east of the intersection of the south line of Broadway with the east line of Grand Street to West Street, except for 622.2 feet, beginning at a point on the southerly curblineline of

Broadway, which is on the northerly projection of the westerly property line of the lot described on the Tax Map of the City of Newburgh as Section 34, Block 2, Lot 14, measured along the southerly right-of-way line of Broadway east of the intersection of the easterly right-of-way line of Lake Street with the southerly right-of-way line of Broadway extending 32 feet along the southerly curbface of Broadway

Clark Street	Both	From Broadway to Ann Street
Fullerton Avenue	Both	From Broadway to Van Ness Street
Grand Street	East	From Broadway to South Street
Grand Street	West	From First Street to South Street
Mill Street	Both	From Broadway to Washington Street Parking Lot ~ Between Broadway and Van Ness Street, east of West Street Parking Lot ~ Between Grand Street and Montgomery Street
Prospect Street	Both	From Broadway to First Street
<del>Washington Center Parking Garage</del>		<del>New Golden Street (30 spaces)</del>
<del>Washington Center Parking Garage</del>		<del>Exterior area on west side of garage</del>

Underlining denotes additions

~~Strikethroughs~~ denote deletions

ORDINANCE NO.: \_\_\_\_\_ - 2011

OF

JANUARY 23, 2011

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC"  
WITH RESPECT TO SECTION 288-36.1 "PARKING DURING STREET  
CLEANING OPERATIONS"; SECTION 288-57 ENTITLED "PENALTIES FOR  
OFFENSES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

Section 1. § 288-36.1. Parking prohibited during street cleaning operations.

F. Penalties for offenses. Any person violating § 288-36.1 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of ~~\$25~~ 50. Any person who is charged with a violation of § 288-36.1 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of ~~\$25~~ 50. For the purposes of § 288.36.1, each twenty-four-hour period any violation of this section shall continue a separate offense. Notwithstanding any other provision of the City Code of Ordinances and in addition to any other fine or penalty, any costs or expenses incurred by the City of Newburgh in connection with the towing or storing of a vehicle shall be paid by the owner or person entitled to possession of such vehicle prior to the release of such vehicle to the person entitled thereto.

G. Notwithstanding the provisions of Subsection F of this section, the penalty for violating this section shall be satisfied by the payment of ~~\$15~~ 30 if such payment is made within 48 hours of the time of the issuance of such notice of violation, summons and/or appearance ticket.

Section 2. § 288-57. Penalties for offenses.

A. Except as otherwise herein provided, any person violating any of the provisions of Articles II and III of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$10 for the first offense or, for a second or subsequent offense, to a fine of \$25.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

B. Any person who is charged with a traffic infraction subject to the penalties provided for in Subsection A hereof who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine for the violation of this section of \$30 for the first offense or, for a second or subsequent offense, to a fine of \$75.

C. Any person violating § 288-36, § 288-38, § 288-39 or § 288-40 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$25 50 or, if a snow emergency was in effect as of the time of commission of said traffic infraction, a fine of \$50 75. Any person who is charged with a violation of § 288-36, § 288-38, § 288-39 or § 288-40 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$50, or if a snow emergency was in effect as of the time of the commission of said traffic infraction, to an additional fine of \$100.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

66

RESOLUTION NO.: 112 - 2008

OF

JULY 21, 2008

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A RENEWAL OF AN AGREEMENT  
WITH THE NEWBURGH PRESERVATION ASSOCIATION, INC.  
FOR THE PERFORMANCE OF CERTAIN SERVICES IN CONNECTION  
WITH THE RECONSTRUCTION AND USE  
OF THE FORMER DUTCH REFORMED CHURCH AND RELATED MATTERS

WHEREAS, the City of Newburgh has been working in cooperation with the Newburgh Preservation Association, Inc. ("NPA") to protect, preserve, restore and promote the Dutch Reformed Church, a significant historical, cultural and architectural asset located in the heart of downtown Newburgh; and

WHEREAS, the City has enjoyed the significant contributions of and partnership with the NPA to the benefit of the parties and of the people of the City generally; and to that end they have entered into an agreement to coordinate their efforts and further enhance the contributions and services provided by NPA; and

WHEREAS, said prior agreement has expired; and the parties wish to renew and extend same, as being in the best interests of the parties and of the people of the City of Newburgh;

BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and she is hereby authorized to execute the annexed agreement, in substantially the same form, with such other terms and conditions as required by Corporation Counsel in compliance with law, with the Newburgh Preservation Association, Inc., for the performance of certain services in connection with the reconstruction and use of the former Dutch Reformed Church and related matters.

I, Lorene Vittek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/21/08 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 21 day of July 2008

Lorene Vittek  
City Clerk

## AGREEMENT

Made this 24 day of July, 2008, by and between THE NEWBURGH PRESERVATION ASSOCIATION, INC. (hereinafter referred to as the "NPA") a non-profit corporation organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, NY 12551

And

The CITY OF NEWBURGH (hereinafter referred to as the "CITY"), a municipal corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 83 Broadway, Newburgh, NY 12550..

WHEREAS, the NPA's mission is "to rebuild, preserve, and promote the architectural heritage and historic viewsheds of Newburgh, New York." and;

WHEREAS, the CITY is the owner of the real property and improvements located at 132 Grand Street, Newburgh, N.Y., known as the former Dutch Reformed Church (hereinafter referred to as "DRC.") and;

WHEREAS, the NPA and the City both desire the rehabilitation, restoration and reuse of the DRC.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows;

1.) The NPA will perform the following services in connection with furthering the reconstruction and preservation of the building and real property known as the DRC:

a.) Hire and pay for the services of a consultant and together with said consultant shall devise a utilization plan for the DRC;

b.) Hire and pay for the services of an architect to complete an historic structures report and to complete a staged rehabilitation plan;

c.) Propose to the CITY staged and sequential building projects to carry out the aforementioned rehabilitation plan;

d.) Conduct fundraising and fundraising events separately and with the agreement of the parties, in conjunction with the CITY that contribute to the rehabilitation of the DRC;

e.) Organize periodic grounds and building clean-ups to keep the DRC

and the grounds surrounding same presentable;

f.) Maintain interior and exterior lighting within the NPA's allotted budget for same;

g.) Conduct activities and events separately and with the agreement of the parties, in conjunction with the CITY, that increase public awareness of the DRC's potentials;

h.) Act as the fiscal agent for grant and gift monies received, including those grant and gift monies from government sources, when a non-profit agent is required or desirable.

2.) To accomplish these tasks, the NPA further agrees to:

a.) Submit standard city events permits for each event conducted by the NPA at the DRC that would require same;

b.) Appoint and notify the CITY of key stewards to securely open and close the DRC for any events or other matters that would require same;

c.) Appoint and notify the CITY of a public information liaison;

d.) Provide to the CITY copies of any text or images intended to be used prior to media releases;

e.) Indemnify and hold the CITY harmless from all claims, damages, (including consequential damages), lawsuits, costs and expenses of any kind, (including reasonable attorneys' fees and court costs) arising out of negligence, recklessness or intentional wrongdoing by the NPA and/or its members, agents, servants, employees, guests or invitees.

3.) The CITY will perform the following services in connection with furthering the reconstruction and preservation of the DRC:

a.) Provide liability insurance for visitors to the property during scheduled public events.

b.) Provide all materials, personnel and the use of any and all CITY equipment when necessary for mutually agreed-upon work projects at the DRC unless otherwise agreed by the Parties;

c.) Provide for annual maintenance and emergency repair of the DRC to sustain its rehabilitation within the project budget and appropriations provided

therefore by the City Council;

d.) Indemnify and hold the NPA harmless from all claims, damages, (including consequential damages), lawsuits, costs and expenses of any kind, (including reasonable attorneys' fees and court costs) arising out of negligence, recklessness or intentional wrongdoing by the CITY, its agents, servants, employees, guests or invitees.

4.) The NPA and the CITY shall cooperate in the exchange of any and all documents, including but not limited to planning documents, grant applications, as well as any and all other such initiatives and proposals as is appropriate, pertaining to the physical and programmatic development of the DRC. Further, the parties agree that they shall allow for the review and comment upon said documents, each by the other, prior to the submission of same for any approvals.

5.) The NPA and the CITY agree to provide one another with information regarding their respective annual operating and capital budgets with respect to the DRC in a timely manner and in a manner that is consistent with New York State Finance Law.

6.) The NPA agrees to provide the CITY with a copy their annual IRS form 990.

7.) This Agreement shall commence as of the date first above written and shall remain in effect until either party, with 90 days written notice, requests a change be made to the Agreement. This Agreement shall terminate automatically in the event of the dissolution of the NPA.

8.) This Agreement may not be amended, modified or otherwise changed unless done so in writing and signed by both parties.

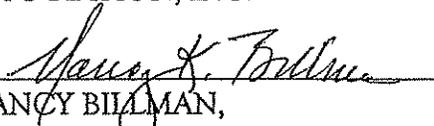
9.) Any notice that is required to be given under this Agreement shall be sent to the parties at the address as set forth above. In the case of the CITY, such notices shall be addressed to the city manager; with a copy to the corporation counsel. In the case of the NPA, such notices shall be addressed to Nancy Billman, President; with a copy to Gary J. Gogerty Esq., 555 Hudson Valley Ave. Suite 100, New Windsor, NY 12553.

10.) This Agreement shall be interpreted according to and governed by the laws of the state of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year first above written.

SIGNATURE PAGE FOLLOWS:

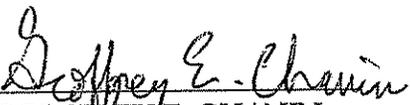
NEWBURGH PRESERVATION  
ASSOCIATION, INC.

By:   
NANCY BILLMAN,  
President

THE CITY OF NEWBURGH

By:   
JEAN ANN McGRANE,  
City Manager

Approved as to form:

  
GEOFFREYE. CHANIN  
Corporation Counsel

  
CHARLES EMBERGER  
Comptroller

## AGREEMENT MODIFICATION

Made this \_\_\_ day of January, 2012, by and between THE NEWBURGH PRESERVATION ASSOCIATION, INC. (hereinafter referred to as the "NPA") a non-profit corporation organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, NY 12551

And

The CITY OF NEWBURGH (hereinafter referred to as the "CITY"), a municipal corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 83 Broadway, Newburgh, NY 12550.

WHEREAS, The CITY and the NPA entered into a certain Agreement dated the 24<sup>th</sup> day of July 2008, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the NPA and the CITY desire to modify said Agreement so as to further the objectives identified and outlined therein.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

- 1.) Paragraph 1.) c.) of the Agreement dated the 24<sup>th</sup> day of July 2008 shall be modified by adding to said paragraph the following language "and have the right but not the obligation to assist in the coordination of the building projects and the carrying out and performance of the construction of the capital improvements to be performed at the DRC."
- 2.) The new Paragraph 1.) c.) shall read as follows:  
"Propose to the CITY staged and sequential building projects to carry out the aforementioned rehabilitation plan and have the right but not the obligation to assist in the coordination of the building projects and the carrying out and performance of the construction of the capital improvements to be performed at the DRC."
- 3.) All of the other covenants and agreements contained in the aforesaid Agreement dated the 24<sup>th</sup> day of July 2008 except as modified herein shall remain unchanged and be deemed part of this agreement modification as if the same were fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement Modification as of the day and year first above written.

SIGNATURE PAGE FOLLOWS:

NEWBURGH PRESERVATION  
ASSOCIATION, INC.

By *Nancy K. Bellman*  
NANCY BELLMAN, President

THE CITY OF NEWBURGH

By \_\_\_\_\_  
RICHARD F. HERBEK,  
Acting City Manager

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
CHERYL A. GROSS  
Comptroller

RESOLUTION NO.: 10 - 2012

OF

JANUARY 23, 2012

A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
FAMILY MEDICAL LEAVE ACT POLICY

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Family Medical Leave Act Policy, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

# **CITY OF NEWBURGH**

## **FAMILY MEDICAL LEAVE ACT POLICY**

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### **Basic Leave Entitlement:**

The City of Newburgh will provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements:**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections:**

During FMLA leave, the City of Newburgh will maintain the employee's health coverage under the City's group health plan on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements:**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition:**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave:**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying conditions may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave:**

The City will require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities:**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the department normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities:**

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA protected, the City will notify the employee.

**Designation Notice**  
**Family and Medical Leave Act**

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Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient.

To: \_\_\_\_\_

Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

\_\_\_\_\_ The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period). \_\_\_\_\_

Please be advised (check if applicable):

Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate, from your physician, to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided.

If attached, the fitness-for-duty certification must address your ability to perform the essential functions of your job.

***Additional information is needed to determine if your FMLA leave request can be approved:***

\_\_\_\_\_The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_Your FMLA Leave request is Not Approved.

\_\_\_\_\_The FMLA does not apply to your leave request.

\_\_\_\_\_You have exhausted your FMLA leave entitlement in the applicable 12-month period.

\_\_\_\_\_  
Signed by City Manager:

\_\_\_\_\_  
Date:

## FMLA LEAVE REQUEST FORM

*(The following request is to be completed and returned to the Civil Service Office)*

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR FULL-TIME LEAVE**

I request a leave of absence from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)

for the following reason:

For birth of my child and/or to care for the newborn child.

For placement of a child with me for adoption or foster care.

To care for my (circle one): spouse, child or parent with a serious health condition.

Name: \_\_\_\_\_

Because my own serious health condition makes me unable to perform one of the essential functions of my job.

For another reason. (Please Specify): \_\_\_\_\_

**REQUEST FOR INTERMITTENT OR REDUCE-SCHEDULE LEAVE**

I request intermittent leave or reduced-schedule leave at the following times:

Schedule:

\_\_\_\_\_

Reason:

\_\_\_\_\_

**Substitution of Paid Leave**

I request to use (check all that apply):

Paid Vacation \_\_\_\_\_ Sick Hours \_\_\_\_\_ Comp Time \_\_\_\_\_

**Location During Leave**

I can be reached at the following address and phone number during my leave:

\_\_\_\_\_

Employee Signature: \_\_\_\_\_

# January 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 New Year's Day Holiday	3	4	5 6:00 Work Session	6	7
8	9 7:00 City Council	10 7:30 ARC	11	12	13	14
15	16 Martin Luther King Jr., Birthday Holiday	17 7:30 Planning Bd.	18 7:00 Waterfront Advisory	19 6:00 Work Session	20	21
22	23 7:00 City Council	24 7:30 Zoning Board of Appeals	25	26 7:00 Citizen's Advisory Committee at the Ac- tivity Center	27	28
29	30	31				

# February 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9 6:00 Work Session	10	11
12	13 Lincoln's Birthday	14 7:00 City Council 7:30 ARC	15 7:00 Waterfront Advisory	16 6:00 Work Session	17	18
19	20 Washington's Birthday Holiday	21 7:30 Planning Bd.	22	23 6:00 Work Session	24	25
26	27 7:00 City Council	28 7:30 Zoning Board of Appeals	29	7:00 Citizen's Advisory Committee at the Activity Center		

# March 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 6:00 Work Session	9	10
11	12 7:00 City Council	13 7:30 ARC	14	15	16	17
18	19	20 7:30 Planning Bd.	21 7:00 Waterfront Advisory	22 6:00 Work Session	23	24
				7:00 Citizen's Advisory Committee at the Activity Center		
25	26 7:00 City Council	27 7:30 Zoning Board of Appeals	28	29	30	31

# April 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5 6:00 Work Session	6	7
8	9 7:00 City Council	10 7:30 ARC	11	12	13	14
15	16	17 7:30 Planning Bd.	18 7:00 Waterfront Advisory	19 6:00 Work Session	20	21
22	23 7:00 City Council	24 7:30 Zoning Board of Appeals	25	26 7:00 Citizen's Advisory Committee at the Activity Center	27	28
29	30					

# May 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 7:30 ARC	9	10 6:00 Work Session	11	12
13	14 7:00 City Council	15 7:30 Planning Bd.	16 7:00 Waterfront Advisory	17	18	19
20	21	22 7:30 Zoning Board of Appeals	23	24 6:00 Work Session 7:00 Citizen's Advisory Committee at the Activity Center	25	26
27	28 Memorial Day	29 7:00 City Council	30	31		

# June 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7 6:00 Work Session	8	9
10	11 7:00 City Council	12 7:30 ARC	13	14	15	16
17	18	19 7:30 Planning Bd.	20 7:00 Waterfront Advisory	21 7:00 Citizen's Advisory Committee at the Activity Center	22	23
24	25	26 7:30 Zoning Board of Appeals	27	28	29	30

# July 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Independence Day Holiday	5 6:00 Work Session	6	7
8	9 7:00 City Council	10 7:30 ARC	11	12	13	14
15	16	17 7:30 Planning Bd.	18 7:00 Waterfront Advisory	19	20	21
22	23	24 7:30 Zoning Board of Appeals	25	26 7:00 Citizen's Advisory Committee at the Activity Center	27	28
29	30	31				

# August 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9 6:00 Work Session	10	11
12	13 7:00 City Council	14 7:30 ARC	15 7:00 Waterfront Advisory	16	17	18
19	20	21 7:30 Planning Bd.	22	23 7:00 Citizen's Advisory Committee at the Activity Center	24	25
26	27	28 7:30 Zoning Board of Appeals	29	30	31	

# September 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Labor Day Holiday	4	5	6 6:00 Work Session	7	8
9	10 7:00 City Council	11 7:30 ARC	12	13	14	15
16	17	18 7:30 Planning Bd.	19 7:00 Waterfront Advisory	20 6:00 Work Session	21	22
23	24 7:00 City Council	25 7:30 Zoning Board of Appeals	26	27 7:00 Citizen's Advisory Committee at the Activity Center	28	29
30						

# October 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 6:00 Work Session	5	6
7	8 Columbus Day Holiday	9 7:00 City Council 7:30 ARC	10	11	12	13
14	15	16 7:30 Planning Bd.	17 7:00 Waterfront Advisory	18 6:00 Work Session	19	20
21	22 7:00 City Council	23 7:30 Zoning Board of Appeals	24	25 7:00 Citizen's Advisory Committee at the Activity Center	26	27
28	29	30	31			

# November 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 6:00 Work Session	9	10
11	12 Veteran's Day Move meeting	13 7:00 City Council (Public Hearing on 2013 Budget) 7:30 ARC	14	15	16	17
18	19	20 7:30 Planning Bd.	21 7:00 Waterfront Advisory	22 Thanksgiving Holiday (Reschedule the Work Session and Citizens Advisory)	23 Day After Thanksgiving Holiday	24
25	26 7:00 City Council 2013 Budget Vote	27 7:30 Zoning Board of Appeals	28	29	30	

# December 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6 6:00 Work Session	7	8
9	10 7:00 City Council	11 7:30 ARC	12	13	14	15
16	17	18 7:30 Planning Bd.	19 7:00 Waterfront Advisory	20	21	22
23	24	25 Christmas Holiday Reschedule ZBA	26	27 7:00 Citizen's Advisory Committee at the Activity Center	28	29
30	31 New Year's Day Holiday					



# CITY OF NEWBURGH

Office of the Engineer  
83 Grand Street, Newburgh, New York 12550  
(845) 569-7446/Fax (845) 569-7349  
[www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

Craig M. Marti, PE  
City Engineer  
[cmarti@cityofnewburgh-ny.gov](mailto:cmarti@cityofnewburgh-ny.gov)

## MEMORANDUM

Date: January 13, 2012  
To: Mr. Richard Herbek, City Manager  
City Council  
From: Craig M. Marti, City Engineer  
Re: North Interceptor - Sewer Overflow

The North Interceptor Trunk Sewer conveys sewer flows from the City of Newburgh's Combined Sewer System to the City's Waste Water Treatment Facility. The sewer flows transmitted via this pipe constitute approximately forty (40%) percent of the City's daily sewer flows. The accumulation of grit and solids within the pipeline have significantly reduced the capacity of the pipeline leading to sewer backups resulting in discharges of raw sewage to city streets. The discharge of raw sewage waste is a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River. These discharges could subject the City of violations of its New York State SPDES Permit which regulates the treatment and discharge of the City's sanitary and storm waste.

Based on the attached contractor proposals which were solicited to clean the accumulated sediment from the North Interceptor Sewer, the following bid comparison has been prepared in order to equate the various proposals to comparable unit prices.

For comparison purposes, a factor of 1 cubic yard of removed sediment equals to 1.5 tons and the cost of TV Inspection being included in the calculation of the linear foot cleaning cost. The following represents a unit basis comparison of the proposals received:

Task	Qty.	National		NEPCCO		McVac		All County		EarthCare	
Cleaning (lf)	7,000	\$14	\$97,790	\$31.69	\$221,830	\$24	\$168,000	\$13.25	\$92,750	\$67.86	\$475,020
Disposal (ton)	450	\$150	\$67,500	\$191.8	\$86,306	\$100	\$45,000	\$175	\$78,750	\$155	\$69,750
Total			\$165,290		\$308,136		\$213,000		\$171,500		\$544,770

Based on the extremely low unit cost for cleaning and the lack of on-site visits and questions from All County and National Pipe Cleaning, it is the opinion of staff that there is an under estimation of the complexity and scope of the effort reflected in their proposals.

In addition to the contractor cost, significant staff time will be necessary to coordinate and oversee the daily unit price work. As an alternative to staff over site, an outside consultant could provide these services at an estimated cost of \$30,000.00 to \$35,000.00.

As requested by Council at the meeting of January 9, 2012, the alternative approach of preparing formal bid documents and pursuing a competitive open bid process has been evaluated. The attached proposal from CT Male Associates represents the effort to provide professional services related to the preparation of necessary documents, the actual bid process, and related construction phase services.

It is recommended that if it is decided to pursue the public bid process, that CT Male be retained to provide these services. CT Male has recently prepared contract bid documents for other projects in the City. They would be able to leverage that effort to prepare the bid documents in a more cost effective and expeditious manner than other consultants and in a timelier manner than if the effort was done in house.

The following represents the proposed project budgets and schedules associated with these options:

Emergency Basis utilizing McVac Environmental Services, Inc.:

Budget:		Schedule:	
Projected Contractor Costs:	\$ 213,000.00	Authorization:	01/19/2012
Contingency (15%):	\$ 32,000.00	Mobilization:	02/01/2012
Construction Over Site:	<u>\$ 35,000.00</u>	Completion:	03/01/2012
Total:	\$ 280,000.00		
Recommended Budget:	\$ 300,000.00		

Design-Bid Basis utilizing CT Male Associates:

Budget:		Schedule:	
Projected Contractor Costs:	\$ 220,000.00	Authorization:	01/19/2012
Contingency (15%):	\$ 30,00.00	Bid Documents:	02/03/2012
Preparation of Bid Doc's	\$ 6,500.00	Advertisement:	02/20/2012
Construction Over Site:	<u>\$ 35,00.00</u>	Award:	02/23/2012
Total:	\$ 291,500.00	Construction Work:	03/08/2012
Recommended Budget:	\$ 300,000.00	Completed Work:	04/20/2012

It is to be noted that these budget projections are based on estimated volumes of sediment. Actual volumes may be encountered as the work proceeds which could necessitate an increase in the final project budget.

**NATIONAL WATER MAIN CLEANING CO.**

*Specializing in today's needs for environmental protection.*

875 Summer Avenue • Newark, NJ 07104-3884 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: [office@nwmcc.com](mailto:office@nwmcc.com)  
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 617-828-4397 • E-Mail: [boston@nwmcc.com](mailto:boston@nwmcc.com)

Tuesday, January 10, 2012

Newburgh, City of  
Joe Stagnif  
83 Broadway  
Newburgh, NY 12550  
Office: 845-565-6182/ Fax: 845-565-8440

RE: Cleaning and CCTV of Sewer Infrastructure

Dear Mr. Stagnif:

In accordance with your request, we are pleased to submit the following proposal.

**SCOPE OF WORK**

National Water Main Cleaning Co. will utilize a combined jetter/rodder in order to clean and remove silt, sand and other debris from approximately 8,000 linear feet of 18-30" with an estimated 250 yards of debris. A TV Rig will then be utilized to pass a CCTV camera thru the pipe in order to record the structural integrity. All non-hazardous materials will be disposed at a licensed disposal facility and weight tickets will be mailed given to customer with the invoice.

**NATIONAL WATER MAIN CLEANING COMPANY SHALL FURNISH**

1. All necessary personnel and equipment to perform the work
2. All necessary supervision of our personnel
3. Confined Space Equipment (if required)
4. Transportation of men and equipment to and from the job site
5. Two computer generated inspection reports and one digital video (CD/DVD) copy with our findings upon completion of the work; and
6. Disposal of non-hazardous debris up to 250 yards.

**NEWBURGH, CITY OF AND/OR OWNER SHALL FURNISH**

1. Access and rights of way to all openings; including coordination with other contractors
2. All necessary work permits
3. Police details if required
4. Water supply from local fire hydrants for sewer cleaning
5. Local craft responsibilities (if necessary)
6. Numbering system and map of structures to be inspected prior to starting the inspection (if requested)
7. Removal of protruding taps or hardened material adhering to pipe walls such as mineral deposits, cementitious grout, asphalt, etc
8. Responsibility of environmental impact of this work in its surroundings
9. By-pass pumping of flows and/or dewatering (if necessary).

	<u>PRICE</u>	<u>UNIT</u>	<u>Total</u>
The price for our services will be as follows:			
1. Clean and CCTV of 8,000 LF of 18-30" (includes the removal of up to 250 Yards of debris)	\$21.00LF		\$168,000.00

#### NOTES

1. During the progress of our services, should we encounter structural defect or failure in the pipeline, such will be reported to the owner, but under no condition are we to be held responsible for any correction or repair.
2. A four (4) hour minimum shall apply
3. These rates are charged on a portal to portal basis from our Newark, NJ facility

#### GENERAL TERMS AND CONDITIONS

- I. **General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.
- II. **Customer Supplied Labor:** Where the Customer supplies labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.
- III. **Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- IV. **Preexisting Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service caused by the preexisting conditions at the jobsite.
- V. **Environmental Conditions:** The Customer will indemnify the Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material, contaminant or pollutant into the atmosphere or into or onto land, water or property. The Customer holds clear title to all waste debris or other materials that the Contractor might handle, process or transport and Customer agrees to supply all necessary manifests and indemnify Contractor for claims based on the handling, processing, transportation, disposal, or release of these materials.
- VI. **Indemnification:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.
- VII. **Credit Policy:** Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.
- VIII. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision

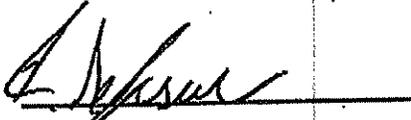
herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

Rev. 2/17/98

If this proposal is acceptable, please sign where indicated below and return with your order so that we may schedule the work.

Sincerely yours,

**NATIONAL WATER MAIN CLEANING CO.**



Ralph DeJesus  
Superintendent

**Accepted By:**  
By signing this you agree to our terms and prices.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Signed)



# NEPCCO

AN  COMPANY

New England Pipe Cleaning Company Division Heitkamp, Inc.

99 Callender Road

P.O. Box 730

Phone: 860-274-5469

Watertown, CT 06795 - 0730

Fax: 860-945-3219

January 4, 2012

Mr. Craig M. Marti, P.E.  
City of Newburgh  
83 Broadway  
Newburgh, NY

Dear Mr. Marti:

Pursuant to our site evaluation, based on the information provided, we offer the following budgetary summary for cleaning:

Clean an estimated 7,100 L.F. of 15" to 30" pipe.

There is an estimated 325 cubic yards of material to be cleaned/removed. We estimate approximately \$225,000.00 for cleaning.

We are awaiting a quotation from Waste Management for disposal costs. We will forward this information as soon as it arrives. We expect to have this information by close of business today.

In order to complete this work we will need the following:

1. Location to spot container (for disposal).
2. Access to all relevant manholes and structures.
3. On site hydrant availability.
4. Any permitting required.
5. Any police detail needed. NEPCCO will provide 2-men working signs and cones.
6. A safe and secure parking area for our equipment.
7. No bypass is quoted.
8. No prevailing rates are quoted.
9. Our price(s) are predicated on providing our standard insurance.
10. NEPCCO is not responsible for material or water entering the river.

We will make every reasonable effort to perform the work described above, however; unknown field conditions and the unique nature of the task may prevent total completion of the project. The prices quoted above apply regardless of project completion. Furthermore, if any of New England Pipe Cleaning Company's equipment becomes lodged or stuck in the pipe, for any reason, it will become the responsibility of the client to repair such collapsed, broken, or defective pipe and retrieve said equipment. The client will provide a representative who will act as a liaison between New England Pipe Cleaning Company and the client. This individual is to have the authority to make decisions and to sign New England Pipe Cleaning Company's daily work reports. Work reports are to be signed at the end of each shift.



# NEPCCO

AN  COMPANY

New England Pipe Cleaning Company Division Heitkamp, Inc.  
99 Callender Road

P.O. Box 730

Phone: 860-274-5469

Watertown, CT 06795 - 0730

Fax: 860-945-3219

January 4, 2012

Mr. Craig M. Marti, P.E.  
City of Newburgh  
83 Broadway  
Newburgh, NY

Re: Disposal Cost for 300 Cubic Yards of Material

Dear Mr. Marti:

The estimated disposal cost is \$93,500.00

No handling of contaminated soils is quoted.

All cleaning/disposal is predicated on material being classified as non-hazardous.

Thank you for the opportunity of quoting this work. If you have any questions, please do not hesitate to contact me.

Sincerely,

NEW ENGLAND PIPE CLEANING CO.  
DIVISION HEITKAMP, INC.



Michael Poplawski  
Division Manager

MP:mv

Payment Terms: Net 30 days

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

**McVAC**  
**Environmental Services, Inc.**  
An Equal Opportunity Employer

January 9th, 2012

Severn Trent Services  
2 Renwick St  
Newburgh, Ny 12550

Attention: Joe Sagnis and Craig Marti

Subject: Interceptor Sewer pipe cleaning and inspection

Dear Joe ,

Thanks again for the opportunity to bid on this project. McVac Environmental Services , Inc. agrees to supply all the necessary equipment, labor and material to flush, clean and TV inspect 7000 linear feet of 24"to 36" Combined sewer pipe storm @ a unit price of \$24.00 per foot, with a disposal rate of \$100.00 per ton at our certified transfer station.

**Assumptions made in developing quote:**

- Prevailing Rate

Payment Terms: Payment is due in full within 30 days of completion.

Thanking you in advance for the opportunity to offer this proposal. To accept the above work kindly sign below where noted and return to our office.

Respectfully Submitted:

**McVac Environmental Services, Inc**



John O'Keefe

JO/dmc

Accepted By: \_\_\_\_\_

\_\_\_\_\_  
Title/Date



# Proposal

## Residuals Management Services, LLC.

EarthCare – All County Division  
 99 Maple Grange Road, Vernon, NJ 07462  
 800-428-6166  
 973-764-9148 FAX

Proposal Submitted To: City of Newburgh		Bill To:	
Phone:	Date: 12/7/11	Attn: Craig Marti	Fax:

<b>Cleaning and Televising of Sewage Collection Lines.</b>	
Sewerjet/Vactor with Operator and Additional Tech.- \$2150/day X 25 days-	\$53,750
Additional Technician on site- \$750/day X 25 days-	18,750
Crawler Mounted Jet- \$550/day X 21 days-	11,550
Camera with Operator and Add'l Tech.- \$2400/day X 5 days-	12,000
Disposal of Grit/Solids- \$175/ton X 600 tons-	105,000
<b>Total</b>	<b>\$201,050</b>

Bypass pumping with Vacuum Truck (only if needed)- \$175/hour

Due to the conditions present at this time Earthcare made every effort to ascertain the information needed for this proposal, but certain assumptions had to be made to arrive at this estimate. Final costs will be based on the per unit prices. This proposal also includes the cleaning of the Grit Chamber at Newburgh STP, as the actions will cause unavoidable washing of grit into the plant. Pricing is based on Prevailing Wage Rates.

Additional charges: Applicable taxes.

Additional services available upon request: Vactor/Sewer Jet, Line jetting/Snaking, Camera inspection of lines, repair and/or replacement of: Tanks, Baffles, Pumps and Piping.

*We Propose* hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

As stated above dollars \$ \_\_\_\_\_

Payment to be made as follows: NET 30 DAYS

<p><small>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</small></p>	<p style="text-align: center;"><b>Authorized Signature</b></p> <p style="text-align: center;">_____                  Andrew J. Uveges</p> <p style="text-align: center;"><small>Note: This proposal may be withdrawn by us if not accepted within _____ days.</small></p>
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any payments not made when due shall be subject to a 1-1/2% interest fee per month until paid and I shall be responsible for all collection costs including a reasonable attorney's fee.</p> <p><small>DAMAGE RELEASE - I am aware that some damage might occur during commission of this work and I agree not to hold All County Resource Management Corp. responsible for any off road damages.</small></p>	
<p>Signature _____ Signature _____ Date of Acceptance _____</p>	

**Marti, Craig**

---

**From:** David Andres [dandres@earthcareny.com]  
**Sent:** Tuesday, December 20, 2011 4:36 PM  
**To:** Marti, Craig  
**Subject:** ClearBrook Sewer Hog for Sewer Line Cleaning

Craig,

Thank you for your patience in receiving this email.

We have been crunching #s all day and finally put together a number for your meeting.

Equipment to Clean - \$475,000

- for all equipment - SewerHog, Jetvac, Winterization, Per Diem
- cleaning over 5,000 linear feet of 15" - up to 24" loaded with undetermined amount of grit
- 9 Manhole Entry Points for Sewer Hog
- 5+ entry points for Jetvac - local Jetvac Operator - Cook
- 5 Contractor Sewer Hog Pad Set Ups for Sewer Hog - local contractor
- approximately 8 weeks or close to 50 working days - M -F 10 hrs a day/50 hr weeks @ Prevailing Wage

Disposal - Based on an estimated 300 tons (only charged for tons removed with Weight Tickets)

- A range of \$125/ton to \$155/ton depending on local staging ability at DPW Landfill or direct haul to NJ (no local disposal was able to be confirmed ahead of this email)
- With more time and confirmation of what is possible - we can use the lower number

\$535,000 is what you can feel safe with asking for as Emergency Funds to remove this sediment after all these years.

With a little more time, we can put together a specific Cost Proposal showing what is included and what is handled by the Town and others.

I will call to review your questions.

Dave

**EarthCare We make it easy!**

**David L Andres**

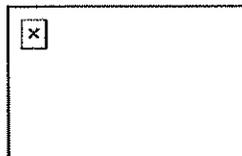
Vice President Business Development

C 917-304-1633

O 631-586-0002

F 631-586-0530

Expect a **Total Team Effort** every time!



## C.T. MALE ASSOCIATES

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



January 13, 2012

Craig M. Marti, P.E.  
City of Newburgh  
83 Broadway  
Newburgh, NY 12550

Re: North Interceptor Sewer Overflow  
Engineering Services

Dear Craig:

C.T. Male Associates is pleased to provide the City of Newburgh (City) with our proposal for engineering services related to addressing the sewer overflows at the North Interceptor Sewer on Colden Street. Based on our meeting and field visit on January 11, 2012 and our review of the sewer system in the affected area, and our experience with sewer maintenance, we have prepared the following project understanding, scope of services, project schedule and fee schedule for the City's consideration:

### **Project Understanding**

The North Interceptor collects the sewage flow from the north end of the City and conveys it south to the wastewater treatment plant. Since the sewers are combined sanitary and storm sewers, the amount of grit (sand, gravel, and other inert materials) that enters the sewer is greater than for a conventional separated sanitary sewer. Additionally, due to topography, the interceptor sewer has a less steep slope than the sewers discharging into it. This condition allows for the grit to settle in the North Interceptor sewer, which limits its ability to convey the sewage during dry and wet weather.

The City's maintenance efforts have previously avoided dry weather overflows in this area. However, the grit build up has now reduced the effective diameter of the sewer from 36 inches to approximately 6 inches. This drastic reduction in sewer capacity has resulted in dry weather overflows on Colden Street. The City's sewer maintenance equipment is incapable of removing the extreme amount of grit that has accumulated in a 6,000-foot section of sewer and a sewer pipe maintenance contractor is now needed to remove the grit from the North Interceptor to stop the dry weather overflows.

1910 - 2010  
years

## C.T. MALE ASSOCIATES, P.C.

*January 13, 2012  
Craig M. Marti, P.E.  
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Additionally, the grit quantity and disposal is an important issue since the cost of disposal could be from \$100,000 to \$200,000. The grit removed will need to be dewatered to reduce the weight and cost, stored until test results clears it for solid waste disposal, and transported to a legal disposal site. This will also involve coordination with the City's wastewater plant because the cleaning activities will inevitably push large amounts of grit to the plant.

Based on this project understanding and our familiarity with the City's policies and procedures, we offer the following scope of services to assist the City in securing bids for the work on an accelerated schedule and monitoring the contracted work to control and verify the City's costs.

### **Scope of Services**

#### **Task 1 - Engineering and Bid Phase Services (Lump Sum Cost)**

We will apply our recent experience with preparing bid documents for the City and our familiarity with heavy sewer maintenance to efficiently prepare contract documents for public bidding of the proposed work as follows:

1. Prepare unit price bidding and contract documents. Bid items will be developed based on the major work items required from the contractor such as sewer cleaning, grit disposal, post-cleaning sewer TV inspection, traffic control, by-pass pumping, and mobilization. The bid item quantities will be estimated based on available information and are expected to be within 20% of the bid quantity.
2. Prepare technical specifications for cleaning, disposal and associated work required to perform the work.
3. Prepare bid advertisement and provide ten (10) sets of construction documents for public bidding. It is assumed the City will pay and publish all required bid advertisements.
4. Respond to questions raised by prospective bidders during the bid phase.
5. Prepare and distribute addenda to the contract documents, if necessary.

## C.T. MALE ASSOCIATES, P.C.

January 13, 2012  
Craig M. Marti, P.E.  
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6. Attend the bid opening, prepare a bid tabulation, evaluate the bids, and make a recommendation of award for the construction contract.

### **Task 2 - Optional Services - Construction Administration and Observation (Hourly Rate)**

Construction administration services include assisting the City with administering the construction contract, coordinating pay applications, and addressing claims for extra work from the contractor. More specifically, this scope of services includes the following:

1. Issue Notice-of-Award on behalf of the City to the successful Contractor.
2. Coordinate with the City and the Contractor to obtain signed agreements, insurance and bonds.
3. Issue Notice-to-Proceed on behalf of the City to the successful Contractor.
4. Schedule and conduct a pre-construction meeting with the City and the Contractor.
5. Receive, review, and recommend progress payments to the Contractor.
6. Review and administer change order claims of the Contractor.
7. Administer and review submittals submitted by the Contractor for approval.
8. Address deficiencies or issues in the work performed by the contractor.

For unit price work, C.T. Male recommends full-time construction observation to measure and track the pay quantities daily to limit payment disputes and provide confidence that the City's money is properly administered.

Full time construction observations services are based on C.T. Male providing an observer to document the work performed by the Contractor. The duties and responsibilities included in the scope of services for construction observations are as follows:

1. Provide one construction observer to document and monitor the Contractor's work on a daily basis.
2. Document that the Contractor is using the approved products and materials for the work on a daily basis.
3. Document the amount and type of work completed by the Contractor on a daily basis.
4. Document the equipment and labor used by the Contractor on a daily basis.

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5. Document issues and obstacles encountered by the contractor on a daily basis.
6. Provide daily contact with the Contractor's superintendent to monitor the progress of the work.
7. Provide daily contact with C.T. Male's Project Manager to identify issues or concerns.

This scope of services is provided an hourly rate. The duration of construction will determine the cost of this service. Based on input from various pipe cleaning contractors, the work could take from 25 to 50 working days.

## Project Schedule

Based on the need to expedite the bidding process and start the work ASAP, we propose the following project schedule:

- |  |                   |
|--|-------------------|
| • Authorize preparation of Bid Documents | January 19, 2012  |
| • Complete Bid Documents                 | February 3, 2012  |
| • Advertise for Bids Through             | February 20, 2012 |
| • Award Bids                             | February 23, 2012 |
| • Authorize Construction Work            | March 8, 2012     |
| • Work Substantially Complete            | April 20, 2012    |

## Fee Schedule

Task 1 - Engineering and Bid Phase Services (Lump Sum Cost)      \$6,500.00

Additional Project documents at \$45 per project manual.

Task 2 - Construction Administration and Observation (Hourly Rate)

Project Manager at \$140.00 per hour

Senior Construction Observer at \$82.00 per hour

Mileage at IRS rate (currently \$0.555/mile)

24,100.00

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If this proposal is acceptable, we can prepare a Contract Agreement for our services. If you have any questions regarding this proposal, please contact me at (518) 786-7506 or [r.flores@ctmale.com](mailto:r.flores@ctmale.com).

Sincerely,

C.T. Males Associates

Roberto Flores, P.E.  
Managing Engineer